

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N/A		PAGE 1 OF 34 PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE JUL.19, 2002		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) SPEC. NO. 1214	
6. ISSUED BY CODE				7. ADMINISTERED BY (If other than Item 6) CODE			
DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO SACRAMENTO, CALIFORNIA 95814-2922				DEPARTMENT OF THE ARMY US ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT P.O. BOX 532711 LOS ANGELES, CALIFORNIA 90053-2325			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> (✓) <input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. DACA05-02-B-0004	
						9B. DATED (SEE ITEM 11) N/A	
						10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A	
						10B. DATED (SEE ITEM 13) N/A	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

NOTE: ITEM 13 BELOW IS N/A.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. N/A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority) N/A

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

FIRE/CRASH RESCUE STATION
MARCH AFB, CA.

2 Encl

1. Revised Pages: Frontend (Page 1, 2, 9, 10, 21, 22, 23, 28, 29, 30, 31, 33, 34, 39, 95, 96, 97, 127, 128, 130, 131, 161, 165, 165A), 02220-3, 04200-7, 04200-10, Section 10505
2. Revised Drawings: See Sheet G1.2 for Revised Sheets

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACA05-02-B-0004	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 28-Jun-2002	PAGE OF PAGES 1 OF 190
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W62N6M-2128-6393	6. PROJECT NO.
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7. ISSUED BY CODE DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, SACRAMENTO 1325 J STREET SACRAMENTO CA 95814-2922 TEL: (916) 557-5238 FAX: (916) 557-7842	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE DEPARTMENT OF THE ARMY US ARMY CORPS OF ENGINEERS, LOS ANGELES ATTN: CONTRACTING DIVISION P.O. BOX 532711 LOS ANGELES, CA 90053-2325 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME CHERYL GANNAWAY	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 916-557-6933
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Fire/Crash Rescue Station @ March AFB, CA
 Spec. No. 1214
 Description: Construct a single story Fire Station of 30,032 square feet. It has split-face concrete masonry unit (CMU) exterior walls with integral color, metal studs for interior partition walls, structural standing seam metal roof with single ply membrane, and structural steel frame. It includes all building and site support service systems, including water, sanitary, gas, roads, parking, sidewalks, close-circuit television cameras, security fencing, HVAC, electrical and communication systems, and landscaping.

ANY CONTRACT AWARDED UNDER THIS SOLICITATION WILL BE MADE PURSUANT TO PUBLIC LAW 100-656, SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.

Estimated Cost Range: \$5,000,000.00 to \$10,000,000.00

11. The Contractor shall begin performance within 10 calendar days and complete it within 550 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See FAR 52.211-10 .)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 13:00:00 (hour) local time 7/30/02 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
*(4 copies unless otherwise specified)***ITEM**25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.0214-4581

INQUIRIES (JUL 2000)

Prospective bidders should submit inquiries related to this solicitation in accordance with the following (collect calls will not be accepted):

(1) For information related to ordering solicitation packages, amendments, the time and dates of bid openings, and for copies of the solicitation mailing list, please check our website at the following URL: <http://ebs.spk.usace.army.mil> If the site is temporarily unavailable, please FAX your inquiry to our Plan Room at (916) 557-7842

(2) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language):

Contract Specialist: Ms. Cheryl Gannaway
Telephone: (916) 557-6933
FAX: (916) 557-7854.

For bid results go to the Los Angeles District, Contracting Division website <http://ebs.spl.usace.army.mil>.

(3) All **technical** questions on the specifications or drawings must be submitted in writing using one of the following:

MAILING ADDRESS:

Department of the Army
U.S. Army Engineer District, Sacramento
Contracting Division (Attn: Ms. Cheryl Gannaway)
1325 J Street
Sacramento CA 95814-2922

FAX: (916) 557-7854, Attn: Ms. Cheryl Gannaway
E-MAIL: Cheryl.Y.Gannaway@usace.army.mil AND
Ronald.J.Miller@usace.army.mil.

(4) Please include the solicitation number, the project title, the location of the project, the full name of your company and your telephone and FAX numbers in your correspondence. Written inquiries should be received by this office not later than 14 calendar days prior to the date set for bid opening.

(5) Oral explanations or instructions are not binding. Changes to the solicitation can only be made by an amendment to the solicitation.

52.0214-5001 DIRECTIONS FOR SUBMITTING BIDS (APR 2002)

Envelopes containing bids must be sealed, marked and addressed as follows:

MARK ENVELOPES:

Bid under IFB No. **DACA05-02-B-0004**
 Bid Opening Date: JULY 30, 2002 , 1:00 P.M. (Local Time)
 ADDRESS ENVELOPES TO:

Department of the Army
 U. S. Army Engineer District, Los Angeles
 ATTN: Contracting Division
 C/O: **Lucia Carvajal**
 P. O. Box 532711
 Los Angeles, CA 90053-2325

SPECIAL INSTRUCTIONS PERTAINING TO HAND-CARRIED BIDS:

Due to security precautions, all Corps of Engineers visitors/couriers are now required to check in at the Public Affairs Office (PAO), Suite 980, 911 Wilshire Blvd, Los Angeles, CA. Bidders are no longer permitted to hand-carry their bids directly to Contracting Division without an authorized escort. **Bids may NOT be left unattended at the Public Affairs Office (PAO), Suite 980.**

Bidders who desire to hand-deliver their bids prior to the scheduled bid opening time/date must notify the Contracting Division to arrange for receipt of their bid by Contracting Division personnel. Normally the contact will be the Contract Specialist designated above. In the event the Contract Specialist cannot be reached, please call the main Contracting Division telephone number, 213-452-3231 or the following alternative telephone numbers -3233, -3245, -3234, or -3235, in order to request assistance.

30 minutes prior to the scheduled bid opening time/date, the Bid Opening Officer will be in the Public Affairs Office (PAO) Suite 980, to accept bids. After visitor in-processing, all bidders will subsequently be escorted to Bid Opening Room, where the bids will be publicly opened and read.

In order to expedite visitor processing, bidders are encouraged to complete the information requested on the Notice of Visitor(s) Form (attached). The completed form can be faxed to the Contract Specialist at (213)452-4184 or 4187, prior to the date for receipt of bids. In addition, no more than 2 visitors per firm will be permitted within the building. No exceptions will be made. The offeror is responsible for compliance with the security requirements and shall ensure that any company representative, courier or delivery personnel are aware of these special procedures pertaining to hand carried bids.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm, fixed price contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS (MAY 2002) - ALTERNATE I (MAY 2002)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

~~52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)~~

~~A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.~~

~~(End of clause)~~

~~52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)~~

~~The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration.~~

~~(1) The solicitation number (or other procurement identification number).~~

~~(2) The offeror's name and remittance address, as stated in the offer.~~

~~(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.~~

~~(4) The name, address, and 9 digit Routing Transit Number of the offeror's financial agent.~~

~~(5) The offeror's account number and the type of account (checking, savings, or lockbox).~~

~~(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.~~

~~(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9 digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on line to the Fedwire and, therefore, not the receiver of the wire transfer payment.~~

~~(End of provision)~~

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

***US Army Engineer District, Los Angeles
ATTN: Contracting Division
911 Wilshire Blvd, Room 1040
Los Angeles, CA 90017***

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

- (b) An organized site visit has been scheduled for--
JULY 09, 2002 at 10:00 A.M. (Local Time)
(c) Participants will meet at--
March AFB Fire Station, March AFB, California

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 233320.

(2) The small business size standard is \$28,500,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

() Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

~~52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)~~

~~(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.~~

~~(b) Representations.~~

~~(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either~~

~~___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and~~

~~(A) No material change in disadvantaged ownership and control has occurred since its certification;~~

~~(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and~~

~~(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or~~

~~___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.~~

~~(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]~~

~~(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:~~

~~(1) Be punished by imposition of a fine, imprisonment, or both;~~

~~(2) Be subject to administrative remedies, including suspension and debarment; and~~

~~(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.~~

~~(End of provision)~~

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) [] It has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure
Quantity Price (dollars) \1\	
Item 1:	
Foreign construction material....	
Domestic construction material...	
Item 2:	
Foreign construction material....	
Domestic construction material...	

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed.
Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

~~52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (JUN 2000)~~

~~(a) Definitions. As used in this clause:~~

~~"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).~~

~~"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.~~

~~"Indian owned economic enterprise" means any Indian owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian~~

~~ownership constitutes not less than 51 percent of the enterprise.~~

~~"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).~~

~~"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.~~

~~(b) The Contractor shall use its best efforts to give Indian organizations and Indian owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.~~

~~(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626 MID, Washington, DC 20240 4000.~~

~~The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.~~

~~(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:~~

~~(i) The estimated cost of a cost type contract.~~

~~(ii) The target cost of a cost plus incentive fee prime contract.~~

~~(iii) The target cost and ceiling price of a fixed price incentive prime contract.~~

~~(iv) The price of a firm fixed price prime contract.~~

~~(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm fixed price included in the subcontract initially awarded to the Indian organization or Indian owned economic enterprise.~~

~~(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.~~

~~(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.~~

~~(End of clause)~~

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models,

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)

(a) *The Contractor shall provide and maintain work environments and procedures which will*

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

- (1) *Provide appropriate safety barricades, signs, and signal lights;*
- (2) *Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and*
- (3) *Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.*
- (c) *If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.*
- (d) *Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.*
- (e) *The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.*
- (f) *Before commencing the work, the Contractor shall-*
 - (1) *Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and*
 - (2) *Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.*
- (End of clause)*

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the

"order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

~~52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984)~~

~~The design of architectural, structural, mechanical, electrical, civil, or~~

~~other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.~~

~~(End of clause)~~

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified in the ATTACHMENTS.

~~252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)~~

~~(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for~~

~~(1) Furnishing all plant, labor, equipment, appliances, and materials; and~~

~~(2) Performing all operations required to complete the work in conformity with the drawings and specifications.~~

~~(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.~~

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1625.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

52.225-13 *RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)*

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

52.236-4 *PHYSICAL DATA (APR 1984)*

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by the Government.

(b) Weather conditions : The Contractor shall satisfy himself/herself as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any US Weather Bureau Office.

(c) Transportation facilities: The Contractor shall make his/her own investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for transportation facilities or limitations thereon shall not become a basis for claims against the Government or extension of time for completion of the work.

General Decision Number CA020036

General Decision Number CA020036 Superseded General Decision No. CA010036

State: California

Construction Type:

BUILDING

DREDGING

HEAVY

HIGHWAY

County(ies):

RIVERSIDE

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0	03/01/2002
1	03/08/2002
2	03/22/2002
3	03/29/2002
4	05/10/2002
5	05/17/2002
6	05/24/2002
7	06/07/2002
8	06/21/2002
9	07/05/2002
10	07/19/2002

COUNTY(ies):

RIVERSIDE

ASBE0005B 09/24/2001

	Rates	Fringes
Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems		
INSULATOR/ASBESTOS WORKER	30.23	7.66

ASBE0005D 10/04/1999

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, wheather they contain asbestos or not		
	19.70	4.87

BOIL0092F 10/01/2001

	Rates	Fringes
BOILERMAKER	31.01	11.95

BRCA0004U 05/01/2002

	Rates	Fringes
BRICKLAYER; MARBLE MASON	28.22	6.20

BRCA0018G 06/01/2002

	Rates	Fringes
TILE LAYERS	26.50	7.45
TILE FINISHERS	16.65	2.91
MARBLE FINISHER	19.90	3.56

BRCA0018K 12/01/2000

	Rates	Fringes
TERRAZZO WORKER	26.78	5.34
TERRAZZO FINISHER	20.53	5.34

CARP0002B 07/01/2001

	Rates	Fringes
DIVERS:		
Diver, wet	486.08 per day	5.61
Diver, stand-by	243.04 per day	5.61
Diver tender	235.04 per day	5.61

CARP0002Q 07/01/2001

	Rates	Fringes
Work on wood framed construction of single family residences, apartments or condominiums under 4 stories		
DRYWALL INSTALLERS	19.00	5.18
DRYWALL STOCKER/SCRAPPER	10.00	4.42
All other work		
DRYWALL INSTALLERS	27.75	6.43
DRYWALL STOCKER/SCRAPPER	10.00	4.42

CARP0003E 07/01/1998

	Rates	Fringes
CARPENTERS:		
Work on wood frame, tilt up or concrete block construction including but not limited to: shopping centers, stores, office buildings, fast food establishments, also including curb, gutter and sidewalks where the total cost of the project does not exceed seven and one-half million (\$7,500,000.00) dollars.		

CARPENTERS:

Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer	22.75	6.28
Shingler	22.88	6.28
Roof loader of shingles	15.42	6.28
Saw filer	22.83	6.28
Table power saw operator	22.85	6.28
Pneumatic nailer or power stapler	23.00	6.28
Fence builder	20.30	6.28
Millwright	23.25	6.28
Pile driver; Derrick barge; Bridge or dock carpenter; Cable splicer; Heavy framer; Rockslinger	22.88	6.28
Head rockslinger	22.98	6.28
Rock barge or scow	22.78	6.28

Scaffold builder	17.00	6.28
All other work:		
CARPENTERS:		
Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer	24.75	6.28
Shingler	24.88	6.28
Roof loader of shingles	17.42	6.28
Saw filer	24.83	6.28
Table power saw operator	24.85	6.28
Pneumatic nailer or power stapler	25.00	6.28
Fence builder	22.30	6.28
Millwright	25.25	6.28
Pile driver; Derrick barge; Bridge or dock carpenter; Cable splicer; Heavy framer; Rockslinger	24.88	6.28
Head rockslinger	24.98	6.28
Rock barge or scow	24.78	6.28
Scaffold builder	19.00	6.28

FOOTNOTE:

Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0003H 07/01/2001

	Rates	Fringes
MODULAR FURNITURE INSTALLER	14.99	5.805
LOW WALL MODULAR TECHNICIAN	18.22	5.805
FULL WALL TECHNICIAN	21.47	5.805

ELEC0011C 12/01/2001

	Rates	Fringes
COMMUNICATIONS AND SYSTEMS WORK:		
Installer	22.13	3% + 4.40
Technician	23.93	3% + 4.40

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or

power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0440A 06/03/2002

	Rates	Fringes
ELECTRICIAN	28.28	3%+9.61
CABLE SPLICER	28.78	3%+9.61

ZONE PAY:

Zone A:

Zone A:

Free travel zone for all contractors performing work in Zone A. Zone B: Any work performed in Zone (B) shall add \$8.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash the South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

ELEC1245C 06/01/2002

	Rates	Fringes
LINE CONSTRUCTION:		
Lineman; Cable splicer	33.16	4.5%+7.08
Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment)	28.19	4.5%+6.80
Groundman	21.56	4.5%+6.80
Powderman	31.51	4.5%+6.84

ELEV0018A 09/15/2001

	Rates	Fringes
ELEVATOR MECHANIC	33.695	7.455

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

* ENGI0012C 07/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	27.85	11.85
GROUP 2	28.63	11.85
GROUP 3	28.92	11.85
GROUP 4	30.21	11.85
GROUP 5	30.43	11.85
GROUP 6	30.54	11.85

GROUP 7	30.66	11.85
GROUP 8	30.83	11.85
GROUP 9	30.93	11.85
GROUP 10	30.96	11.85
GROUP 11	31.04	11.85
GROUP 12	31.16	11.85
GROUP 13	31.33	11.85
GROUP 14	31.43	11.85
GROUP 15	31.54	11.85
GROUP 16	31.66	11.85
GROUP 17	31.83	11.85
GROUP 18	31.93	11.85
GROUP 19	32.04	11.85
GROUP 20	32.16	11.85
GROUP 21	32.33	11.85
CRANES, PILEDIVING & HOISTING EQUIPMENT:		
GROUP 1	29.00	11.85
GROUP 2	29.78	11.85
GROUP 3	30.07	11.85
GROUP 4	30.21	11.85
GROUP 5	30.43	11.35
GROUP 6	30.54	11.85
GROUP 7	30.66	11.35
GROUP 8	30.83	11.85
GROUP 9	31.00	11.85
GROUP 10	32.00	11.85
GROUP 11	33.00	11.85
GROUP 12	34.00	11.85
GROUP 13	35.00	11.80
TUNNEL WORK:		
GROUP 1	30.28	11.85
GROUP 2	30.57	11.85
GROUP 3	30.71	11.85
GROUP 4	30.93	11.85
GROUP 5	31.04	11.85
GROUP 6	31.16	11.85
GROUP 7	31.46	11.85

FOOTNOTES: Workers required to suit up and work in a hazardous material environment: \$1.00 per hour additional.

Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oeprator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type

(side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 6: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics

operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 7: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 8: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 9: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 10: Canal liner operator; Canal trimmer operator; Remote-

control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 11: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 12: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 13: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 14: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 15: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 18: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 19: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and

including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGI0012D 08/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING:		
Leverman	33.65	11.30
Dredge dozer	30.18	11.30
Deckmate	30.07	11.30
Winch operator (stern winch on dredge)	29.52	11.30
Fireman; deckhand and bargeman	28.98	11.30
Barge mate	29.59	11.30

IRON0002E 07/01/2002

	Rates	Fringes
IRONWORKERS:		
Fence erector	25.97	15.29
Ornamental, reinforcing and structural	26.86	15.29

FOOTNOTE: Work at Chocolate Mountains Naval Reserve-Niland additional \$3.00 per hour.

* LABO0001B 07/01/2002

	Rates	Fringes
BRICK TENDER	21.10	9.57

* LABO0002H 07/01/2002

	Rates	Fringes
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LABORERS:

GROUP 1	20.10	9.98
GROUP 2	20.65	9.98
GROUP 3	21.20	9.98
GROUP 4	22.75	9.98
GROUP 5	23.10	9.98

TUNNEL LABORERS:

GROUP 1	23.01	9.98
GROUP 2	23.33	9.98
GROUP 3	23.79	9.98
GROUP 4	24.48	9.98

GUNITE LABORERS:

GROUP 1	22.84	12.73
GROUP 2	21.89	12.73
GROUP 3	18.35	12.73

HOUSEMOVERS (ONLY WHERE HOUSEMOVING IS INCIDENTAL TO A CONSTRUCTION CONTRACT):

Housemover	15.50	8.38
Yard maintenance person	15.25	8.38

FOOTNOTE: GUNITE PREMIUM PAY:

Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates.

Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis.

Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport,

runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader;

Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person
 GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Nozzle person and rod person

GROUP 2: Gun person

GROUP 3: Rebound person

LABO0783C 08/01/2001		
	Rates	Fringes
INYO AND KERN COUNTIES:		
Plasterer tender	22.30	9.62
Plaster clean-up laborer	19.75	9.62
MONO COUNTY		
Mountain Warfare Training Center, and		
U.S. Marine Corps Pickle Meadows:		
PLASTERER TENDER	25.30	9.62
PLASTER CLEANUP LABORER	22.75	9.62
Mono County(remainder of County)		
PLASTERER TENDER	22.30	9.62
PLASTER CLEANUP LABORER	19.75	9.62

LABO0783I 08/01/2001		
	Rates	Fringes
PLASTERER TENDER	22.30	9.62
PLASTER CLEAN-UP LABORER	19.75	9.62

LABO0882B 01/01/2002		
	Rates	Fringes
ASBESTOS REMOVAL LABORER	20.97	7.65
SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos-containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.		

* LABO1184A 07/01/2002		
	Rates	Fringes
LABORERS - STRIPING:		
GROUP 1	20.65	8.42
GROUP 2	21.50	8.42
GROUP 3	23.82	8.42

GROUP 4

26.02

8.42

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036A 07/01/2001

Rates

Fringes

PAINTER (includes lead abatement):

Work on service stations and
and car washes; Small new
commercial work (defined
as construction up to and
including 3 stories in
height, such as small
shopping centers, small
stores, small office
buildings and small food
establishments); Small
new industrial work
(defined as light metal
buildings, small warehouses,
small storage facilities and
tilt-up buildings); Repaint
work (defined as repaint of
any structure with the
exception of work involving
the aerospace industry,
breweries, commercial
recreational facilities,
hotels which operate
commercial establishments
as part of hotel service,
and sports facilities);
Tenant improvement work

(defined as tenant
improvement work not
included in conjunction with
the construction of the
building, and all repainting
of tenant improvement
projects

	21.25	5.63
All other work	24.52	5.63

PAIN0036H 10/01/2001		
	Rates	Fringes
DRYWALL FINISHERS	25.33	7.93

PAIN0036R 06/01/2002		
	Rates	Fringes
GLAZIERS	29.20	8.45

FOOTNOTE: Additional \$1.25 per hour for work in a condo,
from the third (3rd) floor and up
Additional \$1.25 per hour for work on the outside
of the building from a swing state or any suspended contrivance,
from the ground up

PAIN1247B 03/01/2002		
	Rates	Fringes
SOFT FLOOR LAYER	25.95	6.25

* PLAS0200I 08/01/2001		
	Rates	Fringes
PLASTERERS	28.66	3.80

* PLAS0500B 07/01/2002		
	Rates	Fringes
CEMENT MASON	23.05	11.56

PLUM0016A 07/01/2001		
	Rates	Fringes
PLUMBER & PIPEFITTER:		
SEWER AND STORM DRAIN WORK	17.83	10.88
REPAIR	25.46	11.32
ALL OTHER WORK	26.33	11.88

PLUM0345A 07/01/2001		
	Rates	Fringes
LANDSCAPE & IRRIGATION FITTER	20.38	11.10

PLUM0364A 03/09/1998		
	Rates	Fringes
REFRIGERATION & AIR CONDITIONING	24.98	6.34

ROOF0036B 09/01/2001		
	Rates	Fringes
ROOFER	24.77	5.40

Duties limited to the
following: Roof removal
of any type of roofing or
roofing material; or spudding,
or sweeping; and/or clean-up;

and/or preload in, or in preparing
the roof for application of
roofing, damp and/or
waterproofing materials

PREPARER 16.24 1.00

FOOTNOTE: Pitch premium: Work on which employees are exposed to
pitch fumes or required to handle pitch, pitch base or pitch
impregnated products, or any material containing coal tar pitch,
the entire roofing crew shall receive \$1.75 per hour "pitch
premium" pay.

SFCA0669B 04/01/2002		
	Rates	Fringes
SPRINKLER FITTER (FIRE)	28.75	6.05

SHEE0102G 02/01/2001		
	Rates	Fringes
INDUSTRIAL		
Work on all air pollution control systems, noise abatement panels, blow pipe, air-veyor systems, dust collecting, baghouses, heating, air conditioning, and ventilating (other than creature comfort) and all other industrial work, including metal insulated ceilings		
SHEETMETAL WORKER	24.91	13.62

SHEE0102H 07/01/2001		
	Rates	Fringes
COMMERCIAL:		
Work on all commercial HVAC for creature comfort and computers clean rooms, architectural metals, metal roofing and lagging, over insulation		
SHEET METAL WORKER	28.95	10.57

TEAM0011E 07/01/2002		
	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	21.84	12.84
GROUP 2	21.99	12.84
GROUP 3	22.12	12.84
GROUP 4	22.31	12.84
GROUP 5	22.25	12.84
GROUP 6	22.37	12.84
GROUP 7	22.62	12.84
GROUP 8	22.87	12.84
GROUP 9	23.02	12.84
GROUP 10	23.37	12.84
GROUP 11	23.87	12.84

TRUCK DRIVER CLASSIFICATIONS
GROUP 1: Truck driver
GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy

equipment permit load; Truck-mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axle; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

the buildings to be demolished. Refer to Section 13280 ASBESTOS ABATEMENT for the special demolition procedures required for handling these hazards.

1.2.1.1 ***License and Certificaton***

The Contractor and subcontractor shall have the appropriate California Contractors License and certification to perform each phase of the work.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Work Plan; FIO

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, including procedures and methods to provide necessary supports, lateral bracing and shoring when required, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations in accordance with EM 385-1-1.

SD-08 Notifications

Building Demolition Notifications;

Air Quality Management District (AQMD) and CAL OSHA shall be notified by the Contractor in writing of the demolition of the building. Written notification shall be made at least ten days prior to the start of any on-site demilition work. Copies of the notifications shall be provided to the CO.

1.4 DUST CONTROL

The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

1.5 PROTECTION

1.5.1 Protection of Structures

Floors, roofs, walls, columns, pilasters, and other structural components

Field Testing of Grout; G,
Prism tests; G,
Masonry Cement; G,

Test reports from an approved independent laboratory. Test reports on a previously tested material shall be certified as the same as that proposed for use in this project.

Special Inspection; G,

Copies of masonry inspector reports.

SD-07 Certificates

Concrete Masonry Units, split-face (CMU);
Control Joint Keys;
Anchors, Ties, and Bar Positioners;
Expansion-Joint Materials;]
Joint Reinforcement;
Reinforcing Steel Bars and Rods;
Masonry Cement;
Mortar Coloring;

Mortar Admixtures;
Grout Admixtures;

Certificates of compliance stating that the materials meet the specified requirements.

1.3 SAMPLE MASONRY PANELS

After material samples are approved and prior to starting masonry work, sample masonry panels shall be constructed for each type and color of masonry required. At least 48 hours prior to constructing the sample panel or panels, the Contractor shall submit written notification to the Contracting Officer's Representative. Sample panels shall not be built in, or as part of the structure, but shall be located where directed.

1.3.1 Configuration

Panels shall be L-shaped or otherwise configured to represent all of the wall elements. Panels shall be of the size necessary to demonstrate the acceptable level of workmanship for each type of masonry represented on the project. The minimum size of a straight panel or a leg of an L-shaped panel shall be 2.5 m long by 1.2 ~~1.8~~ m high.

1.3.2 Composition

Panels shall show full color range, texture, and bond pattern of the masonry work. The Contractor's method for mortar joint tooling; grouting of reinforced vertical cores, collar joints, bond beams, and lintels;

e. Cut, exposed brick and CMU products shall be held to a minimum and located where they would have the least impact on the architectural aesthetic goals of the facility.

f. Other building components, built into the CMU products, such as window frames, door frames, louvers, grilles, fire dampers, etc., that are required to be metric, shall remain metric.

2.2 CONCRETE MASONRY UNITS (CMU)

Hollow and solid concrete masonry units shall conform to ASTM C 90. Cement shall have a low alkali content and be of one brand.

2.2.1 Aggregates

Lightweight aggregates and blends of lightweight and heavier aggregates in proportions used in producing the units, shall comply with the following requirements when tested for stain-producing iron compounds in accordance with ASTM C 641: by visual classification method, the iron stain deposited on the filter paper shall not exceed the "light stain" classification.

2.2.2 Kinds and Shapes

Units shall be modular in size and shall include closer, jamb, header, lintel, and bond beam units and special shapes and sizes to complete the work as indicated. In exposed interior masonry surfaces, units having a bullnose shall be used for vertical external corners except at door, window, and louver jambs. Radius of the bullnose shall be 25 mm. Units used in exposed masonry surfaces in any one building shall have a uniform fine to medium texture and a uniform color.

2.2.2.1 Architectural Units

Units shall have patterned face shell. Face shell pattern shall be **split-face**. Units shall be integrally colored during manufacture. Color shall be as shown on **color schedule**. Patterned face shell shall be properly aligned in the completed wall.

2.2.2.2 Patterned, Decorative Screen Units

Patterned, decorative screen units shall conform to the applicable requirements of ASTM C 90. Units shall have uniform through-the-wall pattern, color, and texture.

2.2.3 Fire-Rated CMU

Concrete masonry units used in fire-rated construction shown on the drawings shall be of minimum equivalent thickness for the fire rating indicated and the corresponding type of aggregates indicated in TABLE I. Units containing more than one of the aggregates listed in TABLE I will be rated on the aggregate requiring the greater minimum equivalent thickness

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DIVISION 10 - SPECIALTIES

SECTION 10505N

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-- End of Section Table of Contents --

SECTION 10505N

STEEL CLOTHING LOCKERS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 366/A 366M	(1997) Commercial Quality (CS) Steel, Carbon, (0.15 Maximum Percent) Cold-Rolled
ASTM A 569/A 569M	(1998) Steel, Carbon (0.15 Maximum, Percent), Hot-Rolled Sheet and Strip Commercial
ASTM A 653/A 653M	(1998) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM B 456	(1995) Electrodeposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium
ASTM D 2092	(1995) Preparation of Zinc-Coated (Galvanized) Steel Surfaces for Painting

FEDERAL SPECIFICATIONS (FS)

FS AA-L-00486	(Rev. J) Lockers, Clothing, Steel
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MILITARY SPECIFICATIONS (MIL)

MIL-C-22750	(Rev. F) Coating, Epoxy, High Solids
MIL-P-23377	(Rev. G) Primer Coatings: Epoxy, Chemical and Solvent Resistant

1.2 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures."

SD-02 Shop Drawings

Types; G

Location; G

Installation

~~{Numbering system}~~

SD-03 Product Data

Material

Finish

Locker components

Assembly instructions

SD-04 Samples

Color chips; G

1.3 DELIVERY, HANDLING, AND STORAGE

Deliver lockers and associated materials in their original packages, containers, or bundles bearing the manufacturer's name and the name of the material. Protect from weather, soil, and damage during delivery, storage, and construction.

1.4 FIELD MEASUREMENTS

To ensure proper fits, make field measurements prior to the preparation of drawings and fabrication.

1.5 QUALITY ASSURANCE

1.5.1 Color Chips

Provide a minimum of three color chips, not less than 75 mm square, of each color ~~{scheduled}~~ ~~{indicated}~~ on the drawings.

PART 2 PRODUCTS

2.1 TYPES

FS AA-L-00486. Provide ~~{Type I, single-tier}~~ ~~{and}~~ ~~{Type II, double-tier}~~, Style ~~{1}~~ ~~{2}~~ lockers in the location ~~, and~~ quantities and size{s} indicated. Sizes shall be 533 mm x 533 mm x 1829 mm high, single tier for the Protective Clothing Lockers and 457 mm x 457 mm x 1829 mm high, double tier for the standard lockers. Provide locker finish color~~s~~ ~~{as indicated}~~ ~~{as scheduled}~~. ~~{Provide lockers "set up" (pre assembled).}~~

2.2 MATERIAL

2.2.1 ~~{Galvanized}~~ Steel Sheet

~~{ASTM A 366/A 366M or ASTM A 569/A 569M, commercial quality, minimized spangle material. Prepare material surfaces for baked enamel finishing in accordance with FS AA-L-00486. Minimum uncoated sheet thickness {as specified} {_____}.}~~

~~{ASTM A 653/A 653M, commercial quality, minimized spangle, galvanized steel sheet with not less than Z275 zinc coating. Prepare surface of sheet for painting in accordance with ASTM D 2092, Method A. Minimum uncoated sheet thickness {as specified} {_____}.}~~

2.2.2 Chromium Coating

Nickel and chromium electrodeposited on the specified base metal. Conform to ASTM B 456, SC-3, as applicable to the base metal.

2.2.3 Finish

~~{FS AA-L-00486.}~~

~~{Primer, {MIL-P-23377}{_____}; topcoat, {MIL-C-22750}{_____}.}~~

2.2.3.1 Color

As ~~selected~~indicated on the drawings.

2.3 COMPONENTS

2.3.1 Built-In Locks

~~{FS AA-L-00486. Provide {built-in key locks} {built-in combination locks} and a padlock eye in the door latching mechanism}.}~~

~~{Built-in locks are not required.}~~

2.3.2 Coat Hooks

FS AA-L-00486, ~~{chromium}~~~~{zinc}~~ plated.

2.3.3 Hanger Rods

FS AA-L-00486.

2.3.4 Door Handles

FS AA-L-00486. ~~{Provide zinc alloy or steel handles with a chromium coating.}~~

2.3.5 Doors

FS AA-L-00486, not less than 1.5 mm thick steel sheet.

2.3.5.1 Hinges

In addition to the requirements of FS AA-L-00486, provide 5-knuckle hinges, minimum 50 mm high. Fabricate knuckle hinges from not less than 2 mm thick steel sheet. ~~{A full height piano hinge may be provided if standard with the manufacturer.}~~ Weld or bolt hinges to the door frame. Weld, bolt, or rivet hinges to the door.

2.3.5.2 Latching Mechanisms

FS AA-L-00486.

2.3.6 Latch Strikes

FS AA-L-00486. Fabricate from not less than 2 mm thick steel sheet, except latch strike may be continuous from top to bottom and fabricated as part of the door framing.

2.3.7 Silencers

FS AA-L-00486.

2.3.8 Back and Side Panels, Tops, and Bottoms

FS AA-L-00486, not less than 1.2 mm thick steel sheet. Top shall be all welded sloped top with 25 degree pitch from back to front. Slope top is to be in addition to standard flat top and not an integral part of locker body.

2.3.8.1 Ventilation

Standard locker doors shall be louvered or perforated at top and bottom for ventilation. Protective Clothing Locker doors, backs, sides and bottoms shall be expanded metal lath or diamond perforated for ventilation.

2.3.9 Shelves

FS AA-L-00486. Fabricate from not less than 1.5 mm thick steel sheet. Provide at least two adjustable shelves for the single tier lockers.

~~{2.3.10 Base Panels~~

~~FS AA L 00486.~~

~~{2.3.11 Legs~~

~~{FS AA L 00486.} {Provide lockers without legs, as indicated.}~~

2.3.10 Number Plates

~~{FS AA-L-00486. {Aluminum} {Brass} {Zinc}. Provide consecutive numbers from 1{ } to 92{ } to lockers in Protective Clothing Lockers Room 090.}~~

~~{Number plates are not required.}~~

~~{2.3.13 Label Holders~~

~~FS AA L 00486.~~

~~{2.3.11 Fastening Devices~~

Provide bolts, nuts, and rivets as specified in FS AA-L-00486.

PART 3 EXECUTION

3.1 ASSEMBLY AND INSTALLATION

Assemble lockers according to the locker manufacturer's instructions. Align lockers horizontally and vertically. Secure lockers to wall ~~{and base }~~ with screws in accordance with manufacturer's installations, as indicated.

Bolt adjacent lockers together. Adjust doors to operate freely without sticking or binding and to ensure they close tightly.

~~{3.2 NUMBERING SYSTEM~~

Install number plates on lockers consecutively ~~with odd numbers on top and even numbers on bottom~~ ~~as indicated~~ .

3.3 FIELD QUALITY CONTROL

3.3.1 Testing

Government may request performance-characteristic tests on assembled lockers in accordance with FS AA-L-00486. Lockers not conforming will be rejected.

3.3.2 Repairing

Remove and replace damaged and unacceptable portions of completed work with new.

3.3.3 Cleaning

Clean surfaces of the work, and adjacent surfaces soiled as a result of the work, in an approved manner. Remove equipment, surplus materials, and rubbish from the site.

-- End of Section --